

CONTRACT NO.: DMS-17/18-039
BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
22nd CENTURY TECHNOLOGIES, INC.

AMENDMENT NO.: 1

This Amendment to Contract No.: DMS-17/18-039 (the "Contract") is by and between the State of Florida acting through the Florida Department of Management Services (the "Department") and 22nd Century Technologies, Inc. (the "Contractor"), each a "Party" and collectively known as (the "Parties").

WHEREFORE, the Parties do hereby agree to amend the Contract as follows;

1. The first paragraph of Subsection 5.2, Financial Consequences, of the Statement of Work is amended as follows:

Accurate and timely delivery of Services for the Contract is imperative and, as a result, the Division reserves the right to impose financial consequences as permitted herein upon the Contractor for failure to provide Services accurately (in accordance with contract specifications and requirements) and timely (by specified due dates). If the Contractor fails to meet the performance metrics set forth in this Attachment A, the Division shall apply the financial consequences included below:

- (a) Payment for Services may be withheld until the Services meet the requirements set forth in the Contract.
- (b) Contractor shall issue a performance credit against the Department's next monthly invoice or additional remedies cited in the Contract.
- (c) Any combination of the above, as applicable.

2. Subsection 12.2, Payment Audit, of the Contract is amended as follows:

Records of costs incurred under terms of the Contract will be maintained in accordance with Section 8.3 of this Contract. Records of costs incurred will include the Contractor's standard accounting records, staff project timesheets or time logs, together with supporting documents and records of the Contractor and all Subcontractors performing work, and all other records of the Contractor and Subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer or the State of Florida Office of the Auditor General.

3. Subsection 13.3 of the Contract document is deleted in its entirety and replaced with the following:

E-verify. The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such

affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five (5) days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

4. This Amendment is hereby made a part of this Contract. All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract are unchanged. This Amendment sets forth the entire understanding between the Parties with regard to the subject matter hereof.
5. This Amendment is effective on the last date of execution.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

SO AGREED by the Parties' authorized representatives on the dates noted below:

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

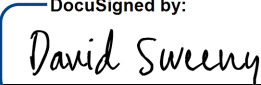
DocuSigned by:


David DiSalvo, Director
Division of Retirement

5/4/2021 | 9:06 AM EDT

Date

22nd CENTURY TECHNOLOGIES, INC.

DocuSigned by:


Signature

David Sweeny - TSCTI Program Manager

Print Name and Title

5/4/2021 | 8:55 AM EDT

Date